

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WISCONSIN

In Re:

Case No. 1-19-10447-bhl
Chapter 7

Brian Joseph Duka-Smith and
Lindsay Evelyn Waldron,

Debtors.

MOTION FOR ORDER GRANTING RELIEF FROM AUTOMATIC STAY

Bank of the West, its assignees and/or successors in interest ("Creditor" herein) alleges as follows:

1. That on or about February 21, 2019, the above-named Debtors filed their Chapter 7 Petition in Bankruptcy with this Court.

2. Prior to the filing of the petition, on April 10, 2017, Debtors made, executed and delivered a Retail Installment Contract ("Contract") to Creditor or its predecessor which bears interest as specified therein. The original Contract is held by Creditor and a copy is attached hereto as **Exhibit "A"** and is incorporated by reference.

3. The indebtedness evidenced by the Contract is secured by a security interest in a **2016 Ford F-250 Super Duty, VIN 1FT7W2BT8GEC42130** ("the Vehicle") as evidenced by a Certificate of Title, filed with the Department of Motor Vehicles, State of California, a copy of which is attached hereto as **Exhibit "B"** and is made a part hereof.

4. Debtors have elected to surrender the subject Vehicle, as evidenced by the Statement of Intention, attached hereto as **Exhibit "C"** and made a part hereof

5. As of March 4, 2019, the outstanding Obligations are:

Mayhew Law Office
Gerald J. Mayhew
12750 West North Avenue, Suite B
Brookfield, WI 53005
Telephone: (262) 432-1274 // Facsimile: (262) 432-1280

Motion for Relief

Unpaid Principal Balance	\$47,981.75
Unpaid, Accrued Interest	\$346.92
Late Charges	\$50.00
Minimum Outstanding Obligations	\$48,378.67

6. In addition to the other amounts due to Creditor reflected herein, as of the date hereof, in connection with seeking the relief requested in the Motion, Creditor has also incurred \$831.00 in legal fees and costs. Creditor reserves all rights to seek an award or allowance of such fees and costs in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

7. The following chart sets forth the number and amount of payments due pursuant to the terms of the Contract that have been missed by the Debtors:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
2	01/06/2019	02/06/2019	\$902.47	\$1,804.94
Less partial payments:				(\$0.00)
				Total: \$1,804.94

8. The commercially reasonable value of the Vehicle is approximately \$23,200.00, as indicated in Debtor's Schedules A/B and D, as evidenced by **Exhibit "D"** attached hereto and made a part hereof.

9. This Creditor has elected to initiate proceedings to take possession of the Vehicle with respect to the subject Contract; however, Creditor is precluded from proceeding to commence said actions to take possession during the pendency of this Bankruptcy.

10. Based upon the foregoing, Creditor alleges that Creditor is not adequately protected, that the subject Vehicle is not necessary to effectuate Debtor's rehabilitation, and that it would be unfair and inequitable to delay this Creditor in taking possession of Creditor's interest. Creditor urges that this Court issue an Order herein permitting this Creditor to proceed with any

necessary action to obtain possession of the Vehicle and to dispose of same in a commercially reasonable manner.

11. Mark J. Wittman has been appointed by this Court as the Chapter 7 Trustee in this instant Bankruptcy proceeding. By virtue of his position as Trustee of the estate of Debtor herein, he holds title to the subject Vehicle in that capacity. To the extent the relief sought herein is granted, Mark J. Wittman, Trustee, is bound by any such judgment.

12. This Court has jurisdiction of this action pursuant to the provisions of Title 28 U.S.C. §§ 1334 and 157 and 11 U.S.C. §§ 362(d) and 554(b).

WHEREFORE, Creditor prays judgment as follows:

1. For an Order granting relief from the Automatic Stay, permitting this Creditor to move ahead with any necessary actions to take possession of the subject Vehicle under Creditor's Contract and to dispose of same in a commercially reasonable manner.

2. For an Order granting relief as to the Chapter 7 Trustee's interest in subject Vehicle.

3. For such Order regarding adequate protection of Creditor's interest as this Court deems proper.

4. For an Order waiving the 14-day stay described by Bankruptcy Rule 4001(a)(3).

5. For such other relief as this Court deems appropriate.

Dated this 21st day of March, 2019.

MAYHEW LAW OFFICE
Attorneys for Movant

By: /s/
Gerald J. Mayhew
State Bar No. 1018988
Mayhew Law Office
12750 W. North Ave.
262-432-1274; Fax: 262-432-1280
Email: jerry@mayhewlawoffice.com

Buyer Name and Address (Including County and Zip Code) BRIAN J. BARKER-SMITH 745 SHIRLEY AVE BAYSIDE CA 90524		Co-Buyer Name and Address (Including County and Zip Code) JANISE FORD OF YORK 2605 S LINCOLN AVENUE YORK NE 68467	
--	--	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2016	FORD	135	1FT7H8T8RECAR130	<input type="checkbox"/> Personal, family or household use <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL BALANCE
7.90%	\$ 6,186.61	\$ 61,558.69	\$ 67,665.29	\$ 77,816.67

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
75	\$92.47	Monthly beginning 07/05/2017
N/A	N/A	N/A

Or As Follows:

Late Charge. If a payment is not received in full within 15 days after it is due, you will pay a late charge of 6% of each installment due. The charge will not exceed \$25 if you bought the vehicle primarily for personal, family, or household use.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See the contract for more information including information about repossession, default, any required payment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including accessories, services, etc.) N/A \$ 65,714.66 (1)
- Total Downpayment = N/A \$ 0.00
- Trade-In Allowance N/A \$ 0.00
- Other Charges (including finance charge, title, license, etc.) N/A \$ 0.00
- Amount Financed (1) N/A \$ 0.00

Other Optional Insurance

☐ N/A

THIS AGREEMENT DOES NOT INCLUDE

INSURANCE ON YOUR LIABILITY FOR CAUSING TO OTHERS

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO THE BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES, YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Brian J. Barker-Smith Date 04/10/17 Co-Buyer Signs X Janise Ford

Co-Buyer and Other Parties - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Janise Ford Date 04/10/17 By X Title

Given assigns to interest in this contract, including the vehicle, to the lender party under this contract, to BK WEST (Address of lender party under this contract) with Assignment (Address of lender party under this contract) with Assignment.

☐ Assigned with recourse ☐ Assigned without recourse

Seller JANISE FORD OF YORK By X Title

OTHER IMPORTANT AGREEMENTS

Document Page 5 of 19

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, and to other amounts you owe under the contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. Insurance you must have on the vehicle.
- You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy other type of insurance, we will tell you which type and the charge you must pay. The charge will be the amount of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law allows. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contracts, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front.
- b. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once, if you break your promises (default). We may demand that you pay all you owe at once after we give you any notice the law requires. Our demands:
1. You do not pay any payment on time; or
 2. You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information in a credit application; or you break any agreements in this contract, except that if you bought the vehicle primarily for personal, family, or household purposes, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or satisfaction of the contract.
- The amount you will owe will be the unpaid part of the Amount Financed, plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for those items back, we may dispose of them as the law allows.
- d. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- e. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- f. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de este efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICEING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/automatic voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where the contract was executed. We will pay your filing, administration, service or case management fees and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waiver of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be enforceable.

TO PROPERLY RELEASE YOUR LIABILITY, PLEASE READ AND FOLLOW INSTRUCTIONS ON REVERSE SIDE
SECTIONS A-J MUST BE COMPLETED IN FULL PRINT IN CAPITAL LETTERS - USE BLACK OR BLUE INK

NOTICE OF TRANSFER AND RELEASE OF LIABILITY

MAIL THIS PORTION TO DMV-OR-FILE ONLINE AT dmv.ca.gov

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

FIRST

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

B. NEW OWNER'S ADDRESS

APT. NUMBER

C. ODOMETER READING (NO TENTHS)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

E. DATE OF SALE OR LEASE RETURN

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

G. SELLER'S PRICE (NO CENTS)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

I. SELLER'S OR LESSEE'S SIGNATURE

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

J. CITY

STATE

ZIP CODE

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

STATE

ZIP CODE

VEHICLE ID NUMBER

YR. MODEL MAKE

PLATE NUMBER

1FT7W2BT8GEC42130

2016 FORD

75915F2

REG 100A (REV. 10/2012)

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

VEHICLE HISTORY

REDACTED

COMMERCIAL

VEHICLE ID NUMBER

1FT7W2BT8GEC42130

YR

MODEL

MAKE

2016 FORD

PLATE NUMBER

75915F2

BODY TYPE MODEL

4C

UNLADEN

WEIGHT

2 07980 D

FUEL

TRANSFER DATE

FEES PAID

\$5835

REGISTRATION

EXPIRATION DATE

04/30/2018

ISSUE DATE

05/03/17

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE

04/15/2017

ODOMETER READING

135 MI

REGISTERED OWNER(S)

DUKASMITH BRIAN JOSEPH

PO BOX 572

BAYSIDE CA 95524

ACTUAL MILEAGE

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES
INTEREST IN THE VEHICLE.

1a

DATE

X

SIGNATURE OF REGISTERED OWNER

1b

DATE

X

SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a
false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual
mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR SELLER SIGNATURE(S)	DATE	TRANSFeree/BUYER SIGNATURE(S)
	X		X
PRINTED NAME OF SELLER OR AGENT IF AGENT FOR A COMPANY		PRINTED NAME OF BUYER OR AGENT IF AGENT FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within
10 days.

LIENHOLDER(S)

BANK WEST

PO BOX 2497

OMAHA

NE 68103

2. X

Signature releases interest in vehicle (Company
names must be countersigned)

Release Date

REDACTED

REDACTED

REG 17.30RS (REV.02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

EXHIBIT B

Fill in this information to identify your case:

Debtor 1	Brian Joseph Duka-Smith		
	First Name	Middle Name	Last Name
Debtor 2	Lindsay Evelyn Waldron		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>WESTERN DISTRICT OF WISCONSIN</u>			
Case number _____ (if known)			

☐ Check if this is an amended filing
Official Form 108**Statement of Intention for Individuals Filing Under Chapter 7**

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
- ☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Bank Of The West	<input checked="" type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Description of property: 2016 Ford F-250 18000 miles good condition. Value as per Kelley Blue Book		
securing debt: Kelley Blue Book		
Creditor's name: Capital One Auto Finance	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property: 2007 Toyota FJ 86000 miles good condition. Value as per Kelley Blue Book		
securing debt: Kelley Blue Book		
Creditor's name: Capital One Auto Finance	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property: 2018 Toyota Rav4 10000 miles good condition. Value as per Kelley Blue Book		
securing debt: Kelley Blue Book		

Debtor 1 **Brian Joseph Duka-Smith**
Debtor 2 **Lindsay Evelyn Waldron**

Case number (if known) _____

securing debt: _____

Creditor's **Nation Star Mortgage**

name:

Description of **S8299 Raaum Road Ferryville,**
property **WI 54628 Vernon County**
securing debt:

☒ Surrender the property.

☐ No

☐ Retain the property and redeem it.

☐ Retain the property and enter into a
Reaffirmation Agreement.

☒ Yes

☐ Retain the property and [explain]: _____

Creditor's **USAA Savings Bank**

name:

Description of **2007 Travel Trailer Shadow**
property **Cruiser**
securing debt: **Value per NADA and**
comparable listed for sale

☒ Surrender the property.

☒ No

☐ Retain the property and redeem it.

☐ Retain the property and enter into a
Reaffirmation Agreement.

☐ Yes

☐ Retain the property and [explain]: _____

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Part 3: Sign Below

Debtor 1 **Brian Joseph Duka-Smith**
Debtor 2 **Lindsay Evelyn Waldron**

Case number (if known) _____

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X /s/ Brian Joseph Duka-Smith
Brian Joseph Duka-Smith
Signature of Debtor 1

X /s/ Lindsay Evelyn Waldron
Lindsay Evelyn Waldron
Signature of Debtor 2

Date February 21, 2019

Date February 21, 2019

Fill in this information to identify your case and this filing:

Debtor 1	Brian Joseph Duka-Smith		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)	Lindsay Evelyn Waldron		
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>WESTERN DISTRICT OF WISCONSIN</u>			
Case number _____			

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

S8299 Raaum Road

Street address, if available, or other description

Ferryville **WI** **54628-0000**

City State ZIP Code

Vernon

County

What is the property? Check all that apply

- ☒ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other _____

Who has an interest in the property? Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?
\$190,000.00

Current value of the portion you own?
\$190,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

☒ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$190,000.00**Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 **Brian Joseph Duka-Smith**
Debtor 2 **Lindsay Evelyn Waldron**

Case number (if known) _____

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles☐ No☒ Yes

3.1 Make: **Toyota** Who has an interest in the property? Check one
 Model: **FJ** ☐ Debtor 1 only
 Year: **2007** ☐ Debtor 2 only
 Approximate mileage: **86000** ☒ Debtor 1 and Debtor 2 only
 Other information: ☐ At least one of the debtors and another
good condition. Value as per Kelley Blue Book ☒ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$11,600.00** Current value of the portion you own? **\$11,600.00**

3.2 Make: **Toyota** Who has an interest in the property? Check one
 Model: **Rav4** ☐ Debtor 1 only
 Year: **2018** ☐ Debtor 2 only
 Approximate mileage: **10000** ☒ Debtor 1 and Debtor 2 only
 Other information: ☐ At least one of the debtors and another
good condition. Value as per Kelley Blue Book ☒ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$18,090.00** Current value of the portion you own? **\$18,090.00**

3.3 Make: **Ford** Who has an interest in the property? Check one
 Model: **F-250** ☐ Debtor 1 only
 Year: **2016** ☐ Debtor 2 only
 Approximate mileage: **18000** ☒ Debtor 1 and Debtor 2 only
 Other information: ☐ At least one of the debtors and another
good condition. Value as per Kelley Blue Book ☒ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$23,200.00** Current value of the portion you own? **\$23,200.00**

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

☐ No☒ Yes

4.1 Make: **Shadow Cruiser** Who has an interest in the property? Check one
 Model: **Travel Trailer** ☐ Debtor 1 only
 Year: **2007** ☐ Debtor 2 only
 Other information: ☒ Debtor 1 and Debtor 2 only
Valued per NADA and comparable listed for sale ☐ At least one of the debtors and another
☒ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$3,000.00** Current value of the portion you own? **\$3,000.00**

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$55,890.00**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

Debtor 1 **Brian Joseph Duka-Smith**
 Debtor 2 **Lindsay Evelyn Waldron**

Case number (if known) _____

6. Household goods and furnishings*Examples:* Major appliances, furniture, linens, china, kitchenware☐ No☒ Yes. Describe.....**Misc. Household goods valued at under \$200****\$200.00**

Couch x 3: \$350; End tables : \$100; Lamps: \$200; Kitchen table and chairs: \$200; Beds x 2: \$300; Dressers x 4: \$400; Childrens bedroom furniture: \$300; Desk: \$100; Push mower: \$100; Mis. Hand tools: \$300; Misc. power tools: \$100; Garden tools: \$50;

\$2,200.00**7. Electronics***Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games☒ No☐ Yes. Describe.....**8. Collectibles of value***Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles☒ No☐ Yes. Describe.....**9. Equipment for sports and hobbies***Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments☒ No☐ Yes. Describe.....**10. Firearms***Examples:* Pistols, rifles, shotguns, ammunition, and related equipment☒ No☐ Yes. Describe.....**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe.....**Assorted Mens Clothing****\$300.00****Assorted ladies Clothing****\$400.00****Assorted childrens clothing****\$300.00****12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☐ No☒ Yes. Describe.....**Misc. Costume jewelry****\$150.00****13. Non-farm animals***Examples:* Dogs, cats, birds, horses☒ No☐ Yes. Describe.....

Debtor 1 **Brian Joseph Duka-Smith**
Debtor 2 **Lindsay Evelyn Waldron**

Case number (if known) _____

14. Any other personal and household items you did not already list, including any health aids you did not list

☒ No☐ Yes. Give specific information.....

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$3,550.00**Part 4: Describe Your Financial Assets****Do you own or have any legal or equitable interest in any of the following?****Current value of the
portion you own?**
Do not deduct secured
claims or exemptions.16. **Cash***Examples:* Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition☐ No☒ Yes.....**Cash** **\$10.00****Cash** **\$25.00**17. **Deposits of money***Examples:* Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.☐ No☒ Yes.....

Institution name:

17.1. **Checking** **USAA FSB** **\$5.00**17.2. **Checking** **Navy Federal Credit Union** **\$800.00**17.3. **Savings** **USAA** **\$8.00**17.4. **Savings** **Westby Coop Credit Union** **\$2,000.00**18. **Bonds, mutual funds, or publicly traded stocks***Examples:* Bond funds, investment accounts with brokerage firms, money market accounts☒ No☐ Yes.....

Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**☒ No☐ Yes. Give specific information about them.....

Name of entity:

% of ownership:

20. **Government and corporate bonds and other negotiable and non-negotiable instruments***Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.☒ No☐ Yes. Give specific information about them

Issuer name:

Debtor 1 **Brian Joseph Duka-Smith**
Debtor 2 **Lindsay Evelyn Waldron**

Case number (if known) _____

21. Retirement or pension accounts*Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans☐ No☒ Yes. List each account separately.

Type of account:

Institution name:

IRA

IRA

\$1,461.88

IRA

IRA

\$576.64

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others☒ No☐ Yes.

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)☒ No☐ Yes.....

Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit☒ No☐ Yes. Give specific information about them...**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property***Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements☒ No☐ Yes. Give specific information about them...**27. Licenses, franchises, and other general intangibles***Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses☒ No☐ Yes. Give specific information about them...**Money or property owed to you?****Current value of the
portion you own?**
Do not deduct secured
claims or exemptions.**28. Tax refunds owed to you**☐ No☒ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

Expected Tax refund

\$1,500.00

29. Family support*Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement☒ No☐ Yes. Give specific information.....

Debtor 1 **Brian Joseph Duka-Smith**
Debtor 2 **Lindsay Evelyn Waldron**

Case number (if known) _____

30. Other amounts someone owes you*Examples:* Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- ☒ No
- ☐ Yes. Give specific information..

31. Interests in insurance policies*Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- ☒ No
- ☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund
value:**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- ☒ No
- ☐ Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment*Examples:* Accidents, employment disputes, insurance claims, or rights to sue

- ☒ No
- ☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

- ☒ No
- ☐ Yes. Describe each claim.....

35. Any financial assets you did not already list

- ☒ No
- ☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....**\$6,386.52****Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**

- ☒ No. Go to Part 6.
- ☐ Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
If you own or have an interest in farmland, list it in Part 1.**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

- ☒ No. Go to Part 7.
- ☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above**53. Do you have other property of any kind you did not already list?***Examples:* Season tickets, country club membership

- ☒ No
- ☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here**\$0.00**

Debtor 1 **Brian Joseph Duka-Smith**
Debtor 2 **Lindsay Evelyn Waldron**

Case number (if known) _____

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		<u>\$190,000.00</u>
56. Part 2: Total vehicles, line 5	<u>\$55,890.00</u>	
57. Part 3: Total personal and household items, line 15	<u>\$3,550.00</u>	
58. Part 4: Total financial assets, line 36	<u>\$6,386.52</u>	
59. Part 5: Total business-related property, line 45	<u>\$0.00</u>	
60. Part 6: Total farm- and fishing-related property, line 52	<u>\$0.00</u>	
61. Part 7: Total other property not listed, line 54	+ <u>\$0.00</u>	
62. Total personal property. Add lines 56 through 61...	<u>\$65,826.52</u>	Copy personal property total <u>\$65,826.52</u>
63. Total of all property on Schedule A/B. Add line 55 + line 62		<div style="border: 1px solid black; padding: 5px; display: inline-block;"><u>\$255,826.52</u></div>

Fill in this information to identify your case:

Debtor 1 **Brian Joseph Duka-Smith**
 First Name Middle Name Last Name

Debtor 2 **Lindsay Evelyn Waldron**
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **WESTERN DISTRICT OF WISCONSIN**

Case number _____
 (If known)

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1 Bank Of The West

Creditor's Name

**180 Montgomery St
San Francisco, CA
94104-4205**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**2016 Ford F-250 18000 miles
good condition. Value as per Kelley
Blue Book**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset) _____

Column A

Amount of claim
Do not deduct the
value of collateral.

\$48,000.00

Column B

Value of collateral
that supports this
claim

\$23,200.00

Column C

Unsecured
portion
if any

\$24,800.00

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim relates to a community debt

Date debt was incurred _____

Last 4 digits of account number _____

2.2 Capital One Auto Finance

Creditor's Name

**PO Box 259407
Plano, TX 75025-9407**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**2007 Toyota FJ 86000 miles
good condition. Value as per Kelley
Blue Book**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset) _____

\$18,000.00**\$11,600.00****\$6,400.00**

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim relates to a community debt

Date debt was incurred _____

Last 4 digits of account number _____

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

page 1 of 3

Debtor 1 **Brian Joseph Duka-Smith**

Case number (if know) _____

First Name Middle Name Last Name

Debtor 2 **Lindsay Evelyn Waldron**

First Name Middle Name Last Name

2.3 Capital One Auto Finance

Creditor's Name

**PO Box 259407
Plano, TX 75025-9407**

Number, Street, City, State & Zip Code

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim relates to a community debt

Date debt was incurred _____

Last 4 digits of account number _____

Describe the property that secures the claim:

\$0.00

\$18,090.00

\$0.00

**2018 Toyota Rav4 10000 miles
good condition. Value as per Kelley
Blue Book**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset) _____

2.4 Nation Star Mortgage

Creditor's Name

**8950 Cypress Waters
Blcd
Irving, TX 75063**

Number, Street, City, State & Zip Code

Who owes the debt? Check one.

- ☐ Debtor 1 only
☒ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim relates to a community debt

Date debt was incurred _____

Last 4 digits of account number _____

Describe the property that secures the claim:

\$170,000.00

\$190,000.00

\$0.00

**S8299 Raaum Road Ferryville, WI
54628 Vernon County**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset) _____

2.5 USAA Savings Bank

Creditor's Name

**PO Box 47504
San Antonio, TX 78265**

Number, Street, City, State & Zip Code

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim relates to a community debt

Date debt was incurred _____

Last 4 digits of account number _____

Describe the property that secures the claim:

\$16,123.00

\$3,000.00

\$13,123.00

**2007 Travel Trailer Shadow Cruiser
Value per NADA and comparable
listed for sale**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset) _____

Debtor 1 **Brian Joseph Duka-Smith**

First Name Middle Name Last Name

Case number (if know) _____

Debtor 2 **Lindsay Evelyn Waldron**

First Name Middle Name Last Name

Add the dollar value of your entries in Column A on this page. Write that number here:

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

\$252,123.00

\$252,123.00

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.